

NAHRGANG & ASSOCIATES, P.C.
BY: MATTHEW R. NAHRGANG, ESQUIRE
ATTY. I.D.: 60051
35 Evansburg Road
Collegeville, PA 19426
(610)489-3041
E-Mail mnahrgang@verizon.net

UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF PENNSYLVANIA

IN RE: ARTHUR HERRING, III :
Debtor : NO. 20-12141
: CHAPTER 7

NITV FEDERAL SERVICES, LLC :
Plaintiff : NO. 20-180
VS. :
ARTHUR HERRING, III :
Defendant :

DEFENDANT'S ANSWER TO COMPLAINT

1. Admitted.

2. Admitted.

3. Admitted.

4. Admitted.

5. Admitted.

6. Admitted.

7. Denied to the extent that this allegation is inconsistent with the Florida complaint and the courts findings including its order dated December 16, 2019, and to the extent that the same contains conclusions of law.

8. Denied to the extent that this allegation is inconsistent with the Motion and the courts findings, including its order dated December 16, 2019, and to the extent that the same contains conclusions of law.

9. Denied to the extent that this allegation is inconsistent with the Motion and the courts findings including its order dated December 16, 2019, and to the extent that the same contains conclusions of law.

10. Denied to the extent that this allegation is inconsistent with the Motion and the courts findings including its order dated December 16, 2019, and to the extent that the same contains conclusions of law.

11. Denied to the extent this allegation is inconsistent with said Order.

12. Denied to the extent that this allegation is inconsistent with the order dated December 16, 2019, and to the extent that the same contains conclusions of law.

13. Denied to the extent that this allegation is inconsistent with the order dated December 16, 2019, and to the extent that the same contains conclusions of law.

14. Admitted.

15. Admitted.

16. Admitted.

17. Denied to the extent this allegation is inconsistent with the Florida docket.

18. Denied to the extent this allegation is inconsistent with the Florida docket.

19. Admitted.

20. Admitted.

21. Denied as duplicative and as a conclusion of law regarding the phrase severe misconduct to the extent the same is inconsistent with court findings.

22. Denied to the extent inconsistent with the Order.

23. Admitted.

24. Denied to the extent inconsistent with the Order and as conclusions of law.

25. Denied as a conclusion of law.

26. Incorporated.

27. Denied as a conclusion of law.

28. Denied as a conclusion of law.

29. Denied as a conclusion of law. By way of further answer, it is expressly denied that, even if some of plaintiffs damages are deemed to be as a result willful and malicious conduct, which Defendant does not concede, the entire amount would be excepted from discharge. To the contrary, the Florida court awarded double damages so, at most, such alleged willful and malicious injury is only one

half of the amount awarded.

WHEREFORE, Defendant respectfully requests judgment in his favor.

Respectfully Submitted,
/s/Matthew R. Nahrgang

Matthew R. Nahrgang,
Attorney for Defendant